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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessment, which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rent, on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time (2 U.S.C. Section 2601 et seq. ("RESPA")), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, if Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay the a on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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In effect, Lender will accept, use and retain these premiums as a loss reserve in view of mortgage insurance; Lender
one-twelfth of the monthly mortgage premium being paid by Borrower when the insurance coverage based on excess to
insurability claim, due to noninsurable coverage is not available, Borrower shall pay to Lender each month a sum equal to
the cost to Lender of the noninsurable coverage in effect, from an alternative mortgagel insurer approved by Lender, if
to obtain coverage, Lender shall pay the premium rates quoted to Lender to be in effect, however, Lender shall pay the premium
the noninsurable insurance, however, Lender shall pay the premium insurance in effect, if, for any reason,
Security Insurance, however, Lender shall pay the premium insurance as a condition of making the loan secured by this
8. After grace insurance, Lender retained insurance is a condition of making the loan secured by this
payment.

Date of disbursement at the Note rate and such he payable, with interest, upon notice from Lender to Borrower regarding
Security Insurance. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the
Any amounts advanced by Lender under this paragraph 7 shall become additional debt of Borrower secured by this
Lender does not have to do so.

reasonable attorney fees and expenses on the Property to make repairs. Although Lender may take any action under this paragraph
unlike paying any sums accrued by a hen which has priority over this Security instrument, applying in court, paying
by far whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may
proceeding in bad faith, public, for condemnation or forfeiture or to enforce laws or regulations (such as a
in this Section, however, to there is a legal proceeding than any significantly affect Lender's rights in the Property (such as a
7. Protection of Lender's Rights in the Property, if Borrower fails to perform the covenants and agreements contained
released and the title shall not merge unless Lender agrees to the merger in writing.

leasedold, Borrower shall comply with all the provisions of the lease, if Borrower neglects to do the Property, the
to, representation concerning Borrower's occupancy of the Property as a principal residence. If this Security instrument is on a
to provide Lender with any material information in connection with the loan evidenced by the Note, including, but not limited
Borrower, during the loan application process, gave him/her fully disclosure of relevant information to Lender (or failed
impairment of the then created by this Security instrument of Lender's security interest. Borrower shall also be in default if
day, in Lender's good faith determination, precludes further use of the Property or other material
cure such a defect and restore it to its original condition, by causing the action of proceeding to be dismissed with a ruling
Property or otherwise materially impact the then created by this Security instrument or Lender's security interest. Borrower may
action of proceeding, whether civil or criminal, is brought in Lender's good faith judgment could result in forfeiture of the
the Property, after the Property is deteriorate, or cannot waste on the Property, Borrower shall be in default if any forfeiture
of losses excluding damages, which are beyond Borrower's control, Borrower shall not destroy, damage or impair
year after the date of occupancy, unless Lender otherwise agrees in writing, which constitutes for at least one
execution of this Security instrument and shall continue to occupy the Property as Borrower's principal residence for a period
Leasedholds, Borrower shall occupy, satisfy, and use the Property as Borrower's principal residence within sixty days after the
6. Occupancy, Preservation, Alteration and Protection of the Property; Borrower's Loan Application
immediately prior to the acquisition.

Damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security instrument
under paragraph 7, the portion is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from
possession the date of the monthly payments referred to in paragraphs 1 and 2 of this instrument, if
unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or
Lender may sell this Security instrument, whether or not the date. The 30-day period will begin when the notice is given.

Lender may collect the insurance proceeds, Lender may use the proceeds to repair or restore the Property or to pay sums
Property, as does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then
secured by this Security instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the
repart is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums
Property damaged, if the restoration or repair is economic and Lender's security is not lessened, if the restoration or
unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the
Lender may make proof of loss if not made primarily by Borrower.

All insurance policies and renewals shall be held the policies and renewals, if Lender requires, Borrower shall promptly give to Lender all receipts of
shall have the right to hold the policies and renewals, if Lender retains, Borrower shall promptly give to Lender a standard mortgagel clause. Lender
paid premiums and renewals shall be acceptable to Lender and shall include a standard mortgagel clause.

property covered by fire, hazards included within the term "extended coverage" and any other hazards, including
loss by flood, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods
which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's
option, obtain coverage to protect Lender's rights in the Property in accordance with Paragraph 7.

5. Hazard or Property Insurance, Borrower shall keep the improvements now existing or hereafter erected on the
Property insured against loss by fire, hazards included within the term "extended coverage"

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument at immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payment referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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without delay to Borrower, Lender shall pay all sums secured by this Security Instrument. Lender shall release this Security Instrument
22. Instead, upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument
21, including, but not limited to, reasonable attorney's fees and costs of title defense.
proceeding, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph
secured by this Security Instrument further demand and may foreclose this Security Instrument by judicial
or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums
due-exhaustive of a default or any other defense of Borrower to recover title to the property in this paragraph
before this Security Instrument further demand and title to assert in the foreclosure proceeding the
secured by this Security Instrument by judicial proceeding and sale of the Property. The notice shall further
serve to cure the default on or before the date specified in the notice may result in acceleration of the sums
(d) that failure to cure the default until payment in full of the Property is made to Lender
(c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and
applicable law provides otherwise). The notice shall specify: (a) the default required to cure the default;
breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless
21. Acceleration Remedies. Borrower shall give notice to Borrower prior to acceleration following Borrower's
NON-LIEN-GOVERNANTS. Borrower and Lender further covenant and agree as follows:
relate to health, safety or environmental protection.

disparagraph 20. "Hazardous Substances" means federal laws and laws of the jurisdiction where the Property is located that
pertaining and includes, volatile solvents, asbestos containing materials or formaldehyde, and radioactive materials. As used in
Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic
As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by
all necessary laws and regulations in accordance with Environmental Law.

any removal or asbestos substance affecting the Property is necessary, Borrower shall promptly take
of which Borrower has acted knowledge. If Borrower fails to do any Hazardous Substance of Environmental Law
borrowed to satisfy a party involving the Property and any Hazardous Substance of Environmental Law
Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any
residential uses and to maintenance of the Property.

source on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal
Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or
Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the
Hazardous Substances required by applicable law.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security
Instrument may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known
as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one
information required by applicable law.

not apply in the case of acceleration under paragraph 17.
obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall
this Security Interest shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the
date the loan of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by
including, but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure
cures any default or any other covenants or agreements; (e) pays all expenses incurred in enforcing this Security Instrument;
Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b)
Security Instrument or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays
applicable law may specify for instruments) before sale of the Property pursuant to any power of sale contained in this
enforcement of this Security Instrument at any time prior to the earlier of: (a) 5 days (or such other period as
permitted by this Security Instrument without further notice or demand on Borrower.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not
less than 30 days from the date the note is delivered or mailed within which Borrower must pay all sums secured by this
Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies
is sold or transferred for a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without
Security Interest, however, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date
of this Security Interest.

17. Transfer of the Property or a Beneficial Interest in Borrower. If a or any part of the Property or any interest in it
is sold or transferred for a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without
Security Interest, Lender may, at his option, require immediate payment in full of all sums secured by this
Lender's prior written consent, Lender may, at his option, require immediate payment in full of all sums secured by this
is sold or transferred for a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without
Security Interest, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not
less than 30 days from the date the note is delivered or mailed within which Borrower must pay all sums secured by this
Security Interest. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies
is sold or transferred for a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without
Security Interest, however, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date
of this Security Interest.

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23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

James E. Gilbert
JAMES GILBERT, HER HUSBAND, NOT FOR THE PURPOSE
OF BORROWER BUT SOLELY TO WAIVE ANY AND ALL
HOMESTEAD RIGHTS AND ANY AND ALL MARITAL RIGHTS.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
[Check applicable box(es)]

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input checked="" type="checkbox"/> Condominium Rider | <input checked="" type="checkbox"/> 1-4 Family Rider |
| <input checked="" type="checkbox"/> Graduated Payment Rider | <input checked="" type="checkbox"/> Planned Unit Development Rider | <input checked="" type="checkbox"/> Biweekly Payment Rider |
| <input checked="" type="checkbox"/> Balloon Rider | <input checked="" type="checkbox"/> Rate Improvement Rider | <input checked="" type="checkbox"/> Second Home Rider |
| <input checked="" type="checkbox"/> V.A. Rider | <input checked="" type="checkbox"/> Other(s) (specify) | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Yvette E. Gilbert
YVETTE E. GILBERT

(Seal)

Borrower

(Seal)

Borrower

(Seal)
Borrower

(Seal)

Borrower

STATE OF ILLINOIS, COOK

County ss:

I, THE UNDERSIGNED, a Notary Public in and for said county and state do hereby certify that

YVETTE E. GILBERT MARRIED TO JAMES GILBERT

, personally known to me to be the same persons whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that SHE signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this THIRTIETH

day of DECEMBER 1994

My Commission Expires: *6-6-97*

Notary Public

This Instrument was prepared by: SANDY HALLER
9501 W. 144TH PLACE

for GMAC MORTGAGE CORPORATION OF PA
ORLAND PARK IL 60462